

STATE MS.-DE SOTO CO.
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Grantor: HIGHLAND DEVELOPMENT
Grantee: Neil Burckart & Devin Burckart

WARRANTY DEEDBK 298 PG 575
W.E. DAVIS CH. CLK.

THIS INDENTURE made and entered into this 27th day of March, 1996, by and between **HIGHLAND DEVELOPMENT, A MISSISSIPPI GENERAL PARTNERSHIP**, Grantor, party of the first part, and **NEIL BURCKART AND DEVIN BURCKART**, Grantee, party of the second part,

WITNESS: That for and in consideration of ten and no/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, said party of the first part has bargained and sold and does hereby bargain, sell, convey, and confirm unto said party of the second part the following described real estate, situated and being in the County of DeSoto, State of Mississippi, to wit:

Lot 14, Phase 1, Blue Lake Springs Subdivision, in Section 32, Township 2 South, Range 9 West, as per Plat of record in Plat Book 47, Page 25, in the land records of the Chancery Court Clerk's Office of DeSoto County, Mississippi.

Being part of the same property conveyed to the party of the first part herein by Quit Claim Deed of record in Deed Book 269, Page 168, Deed Book 274, Page 402, and corrected at Deed Book 277, Page 48 and a Warranty Deed at Deed Book 276, Page 174 in said Chancery Court Clerk's Office.

The property may be filled land or partially filled land and Grantor shall not be responsible or liable for any claims of any kind or character because of the property being filled or partially filled land.

Further, the lot and subdivision improvements in the herein referenced subdivision have been designed and/or shall be installed in accordance with all prevailing local governmental standards and requirements. The Grantor makes no warranty concerning the degree of rainwater inundation that may result on the aforementioned lot(s), since said inundation can be expected with rainfall that exceeds the design standards.

TO HAVE AND TO HOLD the aforesaid real estate, together with all of the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, their heirs, successors, and assigns in fee simple forever.

Said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforescribed real estate; that it has a good right to sell and convey the same; that same is unencumbered, except for: 1996 County of DeSoto real property taxes, which are not yet due and payable and which the parties have prorated as of the date of closing, subdivision restrictions of record at Book 47, Page 25, building lines, easements, road right of way, zoning and subdivision regulations, and Health Department regulations in effect in DeSoto County, Mississippi, and of record in Plat Book 47, Page 25; and any part underlying road right-of-way; reservation of oil, gas and mineral rights in Deed Book 28, Page 252; Easement for utilities over part of Phase 1 in Deed Book 182, Page 452; Declaration of Subdivision Covenants at Book 285, Page 477; all in the Office of the said Chancery Court Clerk's Office; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

IN WITNESS WHEREOF, party of the first part has caused this instrument to be executed the day and year first above written.

HIGHLAND DEVELOPMENT
A MISSISSIPPI GENERAL PARTNERSHIP

BY:

NAME & TITLE:

Tax Parcel I.D. 2099-3201.0-0014.00

Grantor's Address:
7676 Willow Vista Court
Cordova, TN 38018
W (901) 755-1244
H N/A

Grantee's Address:
7676 Willow Vista Court
Cordova, TN 38018

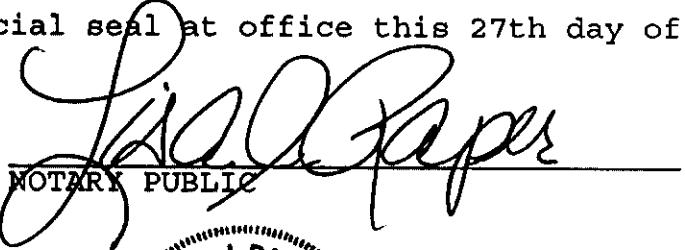
W: (901) 755-1244
H: N/A

This instrument prepared by and return to:
CARY R. CALIFF, Attorney
Fearnley & Califf, PLLC
6389 Quail Hollow Rd., Suite 202
Memphis, Tennessee 38120
PH. (901) 767-6200
FAX (901) 682-8345

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Neil Burckart, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Managing General Partner of Highland Development, the within named Grantor, and that he as such Managing General Partner, being authorized so to do, acknowledged that he executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such Managing General Partner.

WITNESS my hand and official seal at office this 27th day of March, 1996.


NOTARY PUBLIC

My Commission Expires:

10/26/99

